



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

439; *Smiley v. Smiley*, 18 Oh. St. 543. Other courts have favored a more liberal construction of these statutes and held that ante-nuptial debts are not extinguished by marriage of debtor and creditor. *Wilson v. Wilson*, 36 Cal. 447; *Clark v. Clark*, 49 Ill. App. 163. This construction has even been adopted in states where husband and wife cannot sue each other. *Carlton v. Carlton*, 72 Me. 115; *Butler v. Ives*, 139 Mass. 202.

HUSBAND AND WIFE—DOWER.—Plaintiff's husband conveyed a tract of land to defendant, the chief value of which lay in gas and oil. The husband is still living, but he has deserted the plaintiff. The plaintiff did not join in the conveyance. Injunction was brought to enjoin the defendant from drilling for oil and gas and to prevent him from impairing her inchoate dower right. *Held*, (one judge dissenting) that the action was an unusual one, that no case had been found in which waste had been enjoined during lifetime of the husband, upon suit of wife for protection of her dower right, that plaintiff's dower right was inchoate and subject to changes and depreciation which may occur during husband's lifetime. *Rumsey v. Sullivan*, (1914) 150 N. Y. Supp. 287.

Dower is said to be a favorite of the law, *Greene v. Huntington*, 73 Conn. 106. "There are three things highly favored in law—life, liberty and dower." *Co. Litt.* 1246. It is an existing incumbrance within the covenant of incumbrances. *Shearer v. Ranger*, 22 Pick. 447; *Jones v. Gardiner*, 10 Johns. 266; *Russ v. Perry*, 49 N. H. 547. It is considered a valuable consideration for a conveyance to the wife. *Bullard v. Briggs*, 7 Pick. 533; *Smart v. Haring*, 14 Hun. 276. In proceeding for condemnation of real property under eminent domain, the inchoate right of dower of the wife is recognized and protected in the proceeds as against the husband. *In re Brooklyn Bridge*, 143 N. Y. 640. A wife may maintain, in the lifetime of the husband, an action to cancel, as forged, a recorded deed purporting to have been executed by her together with her husband. *Clifford v. Kampfe*, 147 N. Y. 383. The inchoate dower right has been recognized as such a right as to entitle the wife, during the lifetime of the husband, to redeem mortgaged land of husband sold under foreclosure. *McKenna v. Fidelity Trust Co.*, 183 N. Y. 411; *Davis v. Witherell*, 13 Allen. 60; *Patton v. Stewart*, 19 Ind. 233. Although the inchoate dower right is not an estate in lands nor a vested interest therein, it appears from the above citations to be a substantial right, possessing in contemplation of law the attributes of property and to be estimated and valued as such, (2 SCRIBNER, DOWER 8), and whenever the right has been threatened by destruction or impairment, the courts have protected it. *Matter of Brooklyn Bridge*, 143 N. Y. 640. And in *Brown v. Brown*, 94 S. C. 492, the court came, upon almost identical facts with those of the instant case, to the conclusion that an injunction would lie to restrain waste in order to protect the inchoate dower right.

INSURANCE—INJURED EMPLOYEE'S RIGHT TO REACH FUND UNDER EMPLOYER'S LIABILITY POLICY.—Plaintiff sued defendant for damages on account of injuries received while in the employ of defendant. Judgment was rendered for \$1,650 in favor of plaintiff but only \$124 was obtainable on execu-